

¹ That Appendix had its origin in the desire to spare this Court's then long-term secretary the burden of having to transcribe this Court's repeated dictation again and again.

13-16, 18, 21, 26 and 31-33). After adhering meticulously to the locution provided in Rule 8(b)(5) -- something that lawyers frequently do not -- each of those paragraphs of the Answer concludes with the phrase "and thus denies the same." It is of course oxymoronic for a party to assert (presumably in good faith) that it lacks even enough information to form a belief as to the truth of an allegation, then proceed to deny it. Because such a denial is at odds with the pleader's obligations under Rule 11(b), the quoted language is stricken from each of those paragraphs of the Answer.

Next, Answer ¶ 6 is not directly responsive to the corresponding allegations in Webb's Complaint ¶ 6. In the rewrite of the Answer that is ultimately ordered here, defense counsel should take a hard look at that response (among other things, an answer's reference to "any allegations that are inconsistent with the foregoing" poses a problem for any reader, because it calls for a mindreading exercise into what the drafter of the Answer may view as "inconsistent").

Next, Answer ¶ 19, instead of straightforwardly admitting Webb's Complaint ¶ 19 allegation, says that the document quoted there "speaks for itself." Not so -- in that respect, see App'x ¶ 3 to State Farm.

Finally, a number of responses say quite inaccurately that an allegation characterized by defense counsel as stating a legal conclusion need not be answered (see Answer ¶¶ 20, 44, 45 and 49). That of course is dead wrong -- remember that the allegations that are archetypically legal conclusions are those stating jurisdiction and venue, yet no one would really dream of asserting that those allegations call for no response because they are indeed legal conclusions.

In all events, the matters addressed here are sufficiently numerous that serving the convenience of any reader calls for a self-contained Amended Answer, which is ordered to be filed on or before August 18, 2016. No charge may be made to Shellpoint by its counsel for the

added work and expense incurred in correcting counsel's errors. Shellpoint's counsel are ordered to apprise their client to that effect by letter, with a copy to be transmitted to this Court's chambers as an informational matter (not for filing).

A handwritten signature in black ink, reading "Milton I. Shadur". The signature is written in a cursive, flowing style.

Milton I. Shadur
Senior United States District Judge

Date: August 4, 2016